

**AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF BAY COUNTY**

This Agreement is made and entered into this 1st day of May, 2008, by and between the School Board of Bay County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of May 2008 and expire on the 30th day of April, 2009. This contract shall be automatically renewed for an additional year commencing May 1, 2009 unless amended or terminated with 3 months notice prior to April 30, 2009.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

a) Fees. The amount due in fees from the Board to the Firm for the term of this agreement is ten thousand (\$10,000.00) dollars for the twelve (12) months. Such fee will be billed by the Firm on a monthly basis.

b) Out of Pocket Expenses. Out of pocket expenses shall be paid separately, and will be billed by the Firm and paid by the Board. Expenses will include the following: Fax Copies; Supplies; Xerox Copies; Long distance telephone calls to or on behalf of Board; Postage & Overnight delivery; travel at State rates when approved in advance by the Superintendent or primary contact person within the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF BAY COUNTY

By: _____

Chairman

MIXON & ASSOCIATES, INC.

By: _____

M. Juhan Mixon, Ed.D., President

ATTEST

By: _____

Superintendent

It is understood that Board Members will be mailed updates.

EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Assist the District in obtaining priority items on the legislative recommendations of the Commissioner of Education and Governor.
- B. Obtain copies of bills related to education for review by Board Members and District staff, and to assist staff in presenting before the legislature. Inform District staff regarding calendars, events, committees, etc., which would have an impact on Bay's educational initiatives.
- C. Meet with Board Members and facilitate their contacts with legislators, Department of Education staff, Governors Office and Members of the State Board of Education.
- D. Assist the District in developing funding alternatives for new facilities.
- E. Communicate with the Board chairperson and the Board Legislative Chairperson on a regular basis throughout the year.
- F. Represent the Board and District at meetings with Commissioner of Education, Governor's staff and agency staff to discuss positions and priorities of the District when needed.
- G. Meet with Bay County School District administrative staff and the Board annually to answer questions and review priorities regarding legislative actions.
- H. Attend and represent Board at the Revenue Estimating, Lottery Estimating, and FTE Estimating Conferences and with Department of Education staff when interests of the Board are at issue.
- I. Maintain regular and frequent contact with District administrative staff by telephone and provide a written report to the Board on activities of the Legislature throughout the Session. Provide the Superintendent and each Board Member with a summary of Legislation book at the conclusion of the session.
- J. Work with the District finance officer and Superintendent to determine impact and strategy for influencing legislative funding proposals, and establish link with that office so that legislative funding alternatives can be immediately analyzed by District staff to determine impact on the District.
- K. Request and arrange for District staff to testify on issues before the Legislature.

STATE BOARD OF EDUCATION AND AGENCY

- L. Monitor, actively assist and expedite District projects and concerns in the Department of Education, including, but not limited to, proposals, audits, plant surveys, program reviews, HRMD, management plans, Professional Practices cases, and certification problems.
- M. Inform District about criteria and process of evaluation of projects, obtain status of plans submitted to the Department of Education, and serve as an extension of District staff in Tallahassee.
- N. Represent District concerns before other state agencies, including, but not limited to, Auditor General, Health and Rehabilitative Services, Environmental Regulation, and Department of Natural Resources.
- O. Schedule meetings between Board Members and District staff with members of the State Board of Education, appropriate Department of Education staff and other agency personnel upon request.
- P. Consult with members of the State Board of education and/or their staff to provide data and information to said members which would positively influence the outcome of State Board of Education activities, including drafting or revising language in Rules and recommendations which would reflect need changes consistent with District objectives.
- Q. Provide conference room space in the Firm's offices when meetings are scheduled in Tallahassee.
- R. Fax Status Reports of bills of interest on a weekly basis. (Bills would be faxed by subject, e.g. Pre-K, Elem. Ed., Sec. Ed., Finance, Curriculum, etc.)
- S. Fax on an immediate (daily) basis the activities of bills of special interest as identified by the School Board.
- T. Research past histories of bills of interest on a request basis and furnish research concerning areas of legislative interest requested by the School Board.